Several of the Proviſo's or Powers in the Settlement in 1683, *made by* William *late Earl of* Devonſhire, *deceaſed, on his Grandſon Lord* Henry Cavendiſh.

Power for Earl William to limit Eſtates for the Children of Henry.

PROVIDED alſo, and it is hereby further declared, meant and agreed by and between the ſaid Parties to theſe Preſents, and the further Intent and true Meaning of them and of every of them, and of theſe Preſents is, that the ſaid *William* Earl of *Devonſhire* ſhall have full Power and Authority, and that it ſhall and may be lawful to and for him at any Time or Times during his natural Life by any Deed or Deeds, Writing or Writings to be by him ſubſcribed and ſealed in the Preſence of two or more credible Witneſſes, to grant, Leaſe, limit or appoint unto or to the Uſe of or in Truſt for any Child or Children of him the ſaid *Henry Cavendiſh*, for the natural Life or Lives of ſuch Child or Children; or to or to the Uſe of any ſuch Child or Children of him the ſaid *Henry Cavendiſh*, and the Heirs of the Body or Bodies of ſuch Child or Children, either abſolutely limitably or conditionally, and either with or without Power of Revocation or Determination of ſuch Eſtate or Eſtates ſo to to be limited, or any of them, at the free Will and Pleaſure of him the ſaid *William* Earl of *Devonſhire*, any Part or Parts, Parcel or Parcels of the ſaid Mannors, Meſſuages, Rectories, Lands, Tenements, Hereditaments and Premiſſes, either in Poſſeſſion or Reverſion or Reverſions expectant upon any Leaſe or Leaſes, Eſtate or Eſtates by the ſaid Earl of *Devonſhire*, formerly made by Virtue of any other Power herein to him given, limited or reſerved, or any annual Rent-charge or Rent-charges to be iſſuing out of the ſaid Mannors, Lands, Hereditaments and Premiſſes, or any part thereof, which by ſuch Deed or Deeds, Writing or Writings ſhall be mention'd to be charged with ſuch Rent or Rents reſpectively.

Then follows a Proviſo to *Henry* after the Death of his ſaid Grandfather to make his Wife a Jointure not exceeding one Moiety of the yearly Value of the ſaid Premiſſes.

Power for Henry to limit Eſtates to his Children.

PROVIDED alſo, and it is hereby further declared, meant and agreed by and between all the ſaid Parties to theſe Preſents, and the further Intent and Meaning of them and every of them, and of theſe Preſents is, that the ſaid *Henry Cavendiſh* after the Deceaſe of the ſaid Earl of *Devonſhire*, ſhall have full Power, Liberty and Authority, and that after the Deceaſe of the ſaid Earl of *Devonſhire*, it ſhall and may be lawful to and for the ſaid *Henry Cavendiſh* from time to time during his natural Life by any Deed or Deeds, Writing or Writings to be by him ſubſcribed and ſealed in the Preſence of two or more credible Witneſſes, to grant, aſſign, limit or appoint to or to the Uſe of or in Truſt for any Child or Children of him the ſaid *Henry Cavendiſh* for the natural Life or Lives of ſuch Child or Children, or to or to the Uſe of any Child or Children of him the ſaid *Henry Cavendiſh*, and the Heirs Male of his, *her* or their Body or Bodies reſpectively, or to or to the Uſe of any Child or Children of him the ſaid *Henry Cavendiſh* and the Heirs of his, *her* or their Bodies reſpectively, either abſolutely limitably or conditionally, and either with or without Power of Revocation or Determination of ſuch Eſtate or Eſtates ſo to be limited, or any of them, at the Will and Pleaſure of him the ſaid *Henry Cavendiſh* any Part or Parts, Parcel or Parcels of the ſame Mannors, Meſſuages, Rectories, Lands, Tenements, Hereditaments and Premiſſes, either in Poſſeſſion or Reverſion or Reverſions expectant upon any Leaſe or Leaſes, Eſtate or Eſtates by the ſaid Earl of *Devonſhire*, or by him the ſaid *Henry Cavendiſh* then formerly made by virtue of any other Power herein to them or either of them given, limited or reſerved, and any Rent or Rents incident to any ſuch Reverſion or Reverſions, ſo as all the Mannors, Meſſuages, Lands, Tenements, Rents or Premiſſes, ſo to be by virtue of this Power by him the ſaid *Henry Cavendiſh* granted, aſſigned limited or appointed, together with all the Mannors, Meſſuages, Lands, Tenements, Rents and Premiſſes which ſhall have been then formerly granted, aſſigned, limited or appointed by the ſaid Earl of *Devonſhire* in his Life-time by virtue of the Power herein before to him the ſaid Earl of *Devonſhire* given, limited or appointed in that behalf to or to the Uſe of, or in Truſt for, any Child or Children of him the ſaid *Henry Cavendiſh* for any Eſtate then continuing do not in the whole in the true Value thereof exceed one full third Part of the

2 yearly Value of all the ſaid Mannors, Lands and Premiſſes over and above all Reprizes iſſuing or going out of the ſame, and ſo as not any ſuch Eſtate ſo to be limited or appointed by the ſaid *Henry Cavendiſh*, do not impeach or prejudice the ſaid Term of threeſcore Years, or any annual Rent-charge or Rent-charges not exceeding in all ſix hundred Pounds *per Annum* to be iſſuing out of the ſame Mannors, Lands, Hereditaments and Premiſſes or any part thereof, which by ſuch Deed or Deeds, Writing or Writings ſhall be mentioned to be charged with ſuch Rent or Rents reſpectively.

Power for Lord Henry *to raiſe* 8000*l. and maintenance for Daughter or Daughters and younger Sons.*

PROVIDED alſo, and it is hereby further declared, meant and agreed by and between all the ſaid Parties to theſe Preſents, and the further Intent of them and every of them and of theſe Preſents is, that after the Deceaſe of the ſaid *William* Earl of *Devonſhire* the ſaid *Henry Cavendiſh* ſhall have full Power, Liberty and Authority, and that it ſhall and may be lawful for him from time to time during his natural Life by any Deed or Deeds, Writing or Writings to be by him ſubſcribed and ſealed in the Preſence of two or more credible Witneſſes to grant, leaſe, limit or appoint any of the ſaid Mannors, Lands, Tenements and Hereditaments unto any Perſon or Perſons for any Number or Term of Years either in Poſſeſſion or Reverſion as to him the ſaid *Henry Cavendiſh* ſhall ſeem meet, UPON Truſt for the levying or raiſing by, with or out of the Rents, Iſſues and Profits thereof, or by ſuch ways or means as in or by ſuch Deed or Deeds, Writing or Writings ſhall be appointed, ſuch Sum or Sums of Money for or towards the Portion or Portions and yearly Maintenance of or for any Daughter or Daughters and younger Son and younger Sons of the ſaid *Henry Cavendiſh*, and to be paid at ſuch Times and in ſuch Manner as to him the ſaid *Henry Cavendiſh* ſhall ſeem good, and as ſhall be expreſſed in ſuch Deed or Deeds, Writing or Writings, ſo as the Portions or Sums of Money ſo to be raiſed thereby for or towards ſuch Portion or Portions do not in all exceed the Sum of Eight thouſand Pounds, and ſo as the yearly Maintenance for any ſuch Daughter or younger Sons do not exceed the half of the Intereſt Money that the Portion or Sum of Money for any one ſuch Daughter or younger Son ſhall amount unto, and ſo as ſuch Grant, Leaſe, Limitation or Eſtate do not impeach the ſaid Term of threeſcore Years, and be made with a Proviſo or Condition to ceaſe and be void, or elſe Upon expreſs Truſt to be ſurrendred when all ſuch Sum and Sums of Money thereby appointed to be raiſed or levied for ſuch Portion or Portions ſhall be fully raiſed and levied, or when the ſame or ſuch Part thereof as ſhall be unlevied ſhall according to the Intent of ſuch Deed or Deeds, Writing or Writings ceaſe to be leviable or payable.

Then follows a Power for Lord *James* if he ſhould come to the Poſſeſſion of ſuch Part of the Premiſſes as is limited to him to make a Jointure to his Wife not exceeding one Moiety of the yearly Value of ſuch Part of the Premiſſes ſo to him limited.

Power for Lord James *to appoint Eſtates to his Children.*

PROVIDED alſo, and it is alſo hereby farther declared, meant and agreed by and between all the ſaid Parties to theſe Preſents, and the further Intent and Meaning of them and of every of them and of theſe Preſents is, that the ſaid *James Cavendiſh* ſhall have full Power and Authority, and that it ſhall and may be lawful to and for the ſaid *James Cavendiſh* from time to time during his natural Life, after he ſhall be in actual Poſſeſſion of the ſaid Mannors, Hereditaments and Premiſſes or any of them, or that the Rents and Profits of the ſaid Mannors, Hereditaments and Premiſſes, or any of them, ſhall then belong unto him by virtue of theſe Preſents, by any Deed or Deeds, Writing or Writings to be ſubſcribed and ſealed by him the ſaid *James Cavendiſh* in the Preſence of two or more credible Witneſſes to grant, aſſign, limit or appoint to or to the Uſe of or in Truſt for any Child or Children of him the ſaid *James Cavendiſh* for the natural Life or Lives of ſuch Child or Children, or to or to the Uſe of any Child or Children of him the ſaid *James Cavendiſh* and the Heirs Male of his, *her* or their Body or Bodies reſpectively, or to or to the Uſe of any Child or Children of him the ſaid *James Cavendiſh* and the Heirs of his, *her* or their Bodies reſpectively, either abſolutely limitably or conditionally, or either with or without Power of Revocation or Determination of ſuch Eſtate or Eſtates ſo to be limited, or any of them, at the free Will and Pleaſure of him the ſaid *James Cavendiſh*, any Part or Parts, Parcel or Parcels of the ſame Mannors, Meſſuages, Rectories, Lands, Tenements, Hereditaments and Premiſſes either in Poſſeſſion or Reverſion or Reverſions expectant upon any Leaſe or Leaſes, Eſtate or Eſtates by the ſaid Earl of *Devonſhire*, the ſaid *Henry Cavendiſh* or *James Cavendiſh* or any of them then formerly made by virtue of any other Power herein to them

or

or any of them given, limited or reſerved, and any Rent or Rents incident to any ſuch Reverſion or Reverſions, ſo as all the Mannors, Meſſuages, Land, Tenements, Rents or Premiſſes, ſo to be by virtue of this Power by him the ſaid *James Cavendiſh* granted, aſſigned, limited or appointed do not in the whole in the true Value thereof exceed one third Part of the yearly Value of all the ſaid Mannors, Lands and Premiſſes over and above all Reprizes iſſuing or going out of the ſame or any annual Rent-charge or Rent-charges not exceeding in all ſix hundred Pounds *per Annum* to be iſſuing out of the ſame Mannors, Lands, Hereditaments and Premiſſes, or any Part thereof, which by ſuch Deed or Deeds, Writing or Writings ſhall be mentioned to be charged with ſuch Rent or Rents reſpectively.

Power for Lord James to raiſe 6000l. Maintenance for Daughters and younger Son.

PROVIDED alſo, and it is hereby further declared, meant and agreed by and between all the ſaid Parties to theſe Preſents, and the further Intent and Meaning of them and every of them and of theſe Preſents is, that the ſaid *James Cavendiſh* ſhall have full Power and Authority, and that it ſhall and may be lawful to and for the ſaid *James Cavendiſh* from time to time during his natural Life after he ſhall be in actual Poſſeſſion of the ſaid Mannors, Hereditaments and Premiſſes, or any of them, or that the Rents and Profits of the ſaid Mannors, Hereditaments and Premiſſes, or any of them ſhall then belong unto him by virtue of theſe Preſents, by any Deed or Deeds, Writing or Writings to be ſubſcribed and ſealed by him the ſaid *James Cavendiſh* in the Preſence of two or more credible Witneſſes to grant, leaſe, limit or appoint any of the ſaid Mannors, Lands, Tenements and Hereditaments unto any Perſon or Perſons for any Number or Term of Years either in Poſſeſſion or Reverſion as to him the ſaid *James Cavendiſh* ſhall ſeem meet, upon Truſt for the levying or raiſing by, with or out of the Rents, Iſſues and Profits thereof, or by ſuch other ways or means as in or by ſuch Deed or Deeds, Writing or Writings ſhall be appointed, ſuch Sum or Sums of Money for or towards the Portion or Portions and yearly Maintenance of or for any Daughter or Daughters and younger Son and younger Sons of the ſaid *James Cavendiſh*, and to be paid at ſuch Times and in ſuch Manner as to him the ſaid *James Cavendiſh* ſhall ſeem good, and as ſhall be expreſſed in ſuch Deed or Deeds, Writing or Writings ſo as the Portions or Sums of Money ſo to be raiſed thereby for or towards ſuch Portion or Portions do not in all exceed the Sum of ſix thouſand Pounds, and ſo as the yearly Maintenance for any ſuch Daughter or younger Son do not exceed the half of the Intereſt Money that the Portion or Sum of Money for any one ſuch Daughter or younger Son ſhall amount unto, and ſo as ſuch Grant, Leaſe, Limitation or Eſtate be made with a Proviſo or Condition to ceaſe and be void, or elſe upon expreſs Truſt to be ſurrendred when all ſuch Sum and Sums of Money thereby appointed to be raiſed or levied for ſuch Portion or Portions ſhall be fully raiſed and levied, or when the ſame or ſuch Part thereof as ſhall be unlevied ſhall according to the Intent of ſuch Deed or Deeds, Writing or Writings ceaſe to be leviable or payable.

Several of the Proviſo's or Powers in the Settlement in 1683, made by *William* late Earl of *Devonſhire*, deceaſed, on his Grandſon Lord *Henry Cavendiſh*.